

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, by Deed of Trust and Security Agreement (the "Deed of Trust"), dated December 29, 2005, JSL SH, LLC; JAY SH, LLC; JM SH, LLC; A&C SH, LLC; JBL SH, LLC; PAUL SH, LLC; and KEYVAN SH, LLC, each a Delaware limited liability company (collectively, the "Original Borrowers"), did convey in trust to William B. McKenzie, as Trustee, a certain tract of land to secure payment of a debt in the original principal sum of \$9,915,000.00 and other obligations as set forth therein payable to Morgan Stanley Mortgage Capital, Inc. ("Original Lender"), filed of record in the Office of the Chancery Court Clerk of DeSoto County, Mississippi (the "Land Records") in Book 2383, Page 195, as assumed and further modified by that certain Memorandum of Assumption Agreement filed of record in Book 2894, Page 393, in said Land Records, wherein Southaven LLC, a Virginia limited liability company ("Southaven"), assumed all obligations as reflected in the original Note and Deed of Trust. Said Deed of Trust is incorporated herein by reference; and

WHEREAS, by separate Assignment of Leases and Rents (the "Assignment of Rents") dated December 29, 2005, and filed of record in Book 112, Page 185, in said Land Records, Original Borrowers also granted to Original Lender a security interest in and lien on the collateral described therein; and

WHEREAS, by UCC-1 Financing Statements (collectively, the "Original Fixture Filings") filed and of record in Book 2383, Page 268; Book 2383, Page 275; Book 2383, Page 282; Book 2383, Page 289; Book 2383, Page 296; Book 2383, Page 303; and Book 2383, Page 310, in said Land Records, Original Lender duly perfected a security interest in and lien in the collateral described therein; and

WHEREAS, said Deed of Trust was assigned by Original Lender to HSBC Bank USA, National Association, as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-HQ9 ("Holder" or "Trust"), by Assignment of Deed of Trust and Security Agreement filed of record in Book 2569, Page 301, in said Land Records; and

WHEREAS, said Assignment of Rents was assigned by Original Lender to the Trust by Assignment of Assignment of Leases and Rents of record in Book 116, Page 245, in said Land Records; and

WHEREAS, said Original Fixture Filings were assigned by Original Lender to the Trust by the UCC Financing Statement Amendments of record in Book 2569, Page 308; Book 2569, Page 323; Book 2569, Page 311; Book 2569, Page 317; Book 2569, Page 320; Book 2569, Page 305; and Book 2569, Page 314, respectively; and

WHEREAS, by additional UCC-1 Financing Statement (the "Southaven Fixture Filing") filed and of record in Book 2894, Page 412, in said Land records, as continued by UCC Financing Statement Amendment of record in Book 3533, Page 258, the Holder duly perfected a security interest in and lien in the collateral described therein; and

WHEREAS, the Trust is the true and lawful owner and holder of the debt aforesaid, which was assumed by Southaven pursuant to that certain Assumption Agreement dated April 30, 2008, and which is secured by the Deed of Trust, Assignment of Rents, Original Fixture Filings, and the Southaven Fixture Filing (the "Debt");

WHEREAS, R. Spencer Clift, III (hereinafter, the "Substitute Trustee") was substituted as trustee under the Deed of Trust in the place and stead of the original trustee, and of any other substitute trustee, by that certain Substitution of Trustee dated September 11, 2012, recorded in the Land Records on September 20, 2012, in Book 3505, Page 443, and thereafter spread upon the land records maintained by the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire Debt secured thereby and the entire indebtedness having been declared to be due and payable in accordance with the terms of said Deed of Trust, Holder of the Debt and the Deed of Trust has instructed the Substitute Trustee to foreclose under the provisions of the Deed of Trust in accordance with the terms of said Deed of Trust and applicable Mississippi law, for the purpose of raising the sums due thereunder, with the proceeds thereof to be applied in accordance with the terms and conditions of the Deed of Trust and related loan documents;

4-19-13

NOW, THEREFORE, I, R. Spencer Clift, III, acting solely in my capacity as Substitute Trustee and by virtue of the authority conferred upon me by the Deed of Trust, do hereby give notice that I will, between the legal hours of 11:00 a.m. and 4:00 p.m. on **Friday, April 19, 2013**, offer for sale at public outcry at the East entrance of the DeSoto County Courthouse, 2535 Highway 51 South, Hernando, Mississippi, to the highest and best bidder for cash the following described real property situated in DeSoto County, Mississippi (the "Premises" or "Property"), to-wit:

All of Lot 1, Southaven Commons, according to the 1st revision to Final Plat of Southaven Commons recorded August 8, 2000, in Plat Book 72, Page 14, which is a revision of the Final Plat filed on March 25, 1998, in the Office of the Chancery Clerk, as Plat Book 61, Page 6, which property is more particularly described as follows:

Located in the Northeast Quarter of the Northeast Quarter of Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi, being more particularly described as follows:

Commencing at the accepted Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 31, Township 1 South, Range 7 West; thence South 00° 15' 35" East, 245.07 feet with the centerline of Swinnea Road to a point; thence North 89° 00' 24" West, 53.00 feet to an iron rod (found), said point being the true point of beginning for the herein described tract; thence South 00° 15' 35" East, along the West right of way line of Swinnea Road (106' R.O.W.), 525.95 feet to an iron pin (found); thence North 88° 59' 57" West, 637.35 feet with the Northerly line of Southern Pines (PB 21, Pg. 43-46) to an iron pin (found); thence South 08° 35' 05" West 52.15 feet to an iron pin (found); thence South 03° 30' 50" West, 57.04 feet to an iron pin (found); thence South 89° 37' 40" West, 159.95 feet to an iron pin (found); thence South 00° 26' 25" East, 31.69 feet to a PK nail (found) in the centerline of Southern Pines Drive; thence South 89° 37' 45" West, 221.29 feet along the North line of Southern Pines Subdivision to an iron pin (found) in the East line of Lot 2, Southaven Commons Subdivision; thence North 00° 05' 15" West 75.95 feet with the East line of Lot 2, Southaven Commons Subdivision to an iron pin (found); thence North 89° 54' 45" East, 126.83 feet to an iron pin (found); thence North 00° 05' 15" West, 147.83 feet to a PK nail (found); thence South 89° 05' 13" East, 6.72 feet to a PK nail (found); thence North 00° 54' 47" East, 638.98 feet to an iron pin (found) in the South right-of-way of Goodman Road (Mississippi Highway No. 302); thence along the south right-of-way of said road South 89° 00' 00" East, 407.78 feet to an iron pin (found); thence South 01° 00' 00" West, 217.99 feet along the West line of Lot 4, Southaven Commons Subdivision to an iron pin (found); thence South 89° 00' 00" East, 269.33 feet along the South line of Lot 4 to an iron pin (found); thence North 00° 59' 36" East, 28.13 feet along the East line of Lot 4 to an iron pin (found); thence South 89° 00' 24" East, 10.00 feet to an iron pin (found) in the East line of Lot 4; thence South 89° 00' 24" East, 200.08 feet to the true point of beginning and being subject to all regulations, revisions, restrictions, codes, covenants, easements and rights-of-way of record.

Also included are the reciprocal easements and other rights under that certain Declaration of Easements, Covenants, Conditions, and Restrictions dated as of April 24, 1998, and appearing in Book 332, at Page 138.

Being the same property conveyed to Original Borrowers by Special Warranty Deed dated December 29, 2005, of record in Book 518, Page 101, in said Land Records.

Also being the same property conveyed to Southaven by Special Warranty Deed of Contribution dated May 5, 2008, of record in Book 584, Page 23, in said Land Records.

Said property is located at 975 Goodman Road, Southaven, Mississippi, and is also designated as parcel number 1079-31130-0000100, but such address or designation is not a part

of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

**NOTICE OF SALE OF PERSONAL PROPERTY UNDER THE MISSISSIPPI
UNIFORM COMMERCIAL CODE**

Substitute Trustee will on the same date and at the same time and place, proceed to sell at public outcry to the highest and best bidder for cash, pursuant to the provisions of the Miss. Code Ann. Sections 75-9-604 and 75-9-610, the Southaven's following described personal property: all tangible personal property, machinery, equipment, fixtures, and other property, now owned or acquired later, as more particularly described in the UCC-1 Financing Statement filed at the Virginia State Corporation Commission as file number 08050973855, duly continued by UCC-3 Financing Statement Amendment, file number 12111938967, also of record at the Virginia State Corporation Commission.

**THE SALE OF ANY PERSONAL PROPERTY WILL BE MADE WITHOUT
ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO TITLE, CONDITION,
MERCHANTABILITY OR FITNESS FOR ANY USE OR PURPOSE WHATSOEVER.**

Said sale shall be made for cash to the highest and best bidder in cash subject to the following:

1. Any unpaid taxes against the property; and
2. Any recorded easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and
3. Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and
4. Memorandum of Lease between Westco Development #3, Inc., a Delaware corporation, as Landlord, and Walgreen Co., an Illinois corporation, as Tenant, dated November 16, 1990, filed and of record in Book 60, Page 672, in said Land Records, providing for rights as a tenant only with no rights of first refusal or option to purchase; and
5. Any prior or superior liens, judgment, deeds of trust or other interests of record.

Trustee reserves the right to retain any escrows, reserves, security deposits, or other funds or rights to payment of funds and to apply the same in accordance with the terms and provisions of the Deed of Trust and related documents.

The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above.

The failure of any high bidder to pay the purchase price and close this sale immediately shall, at the option of the Trustee, be cause for rejection of the bid. The proceeds derived from the sale of the property will be applied as provided for in said Deed of Trust and are made a part hereof as if set forth verbatim herein. Substitute Trustee shall convey only such title as is vested in him as the Substitute Trustee.

This Notice of Sale has been posted and published in accordance with Miss. Code Ann. § 89-1-55 and any provisions of the Deed of Trust affecting same beginning March 28, 2013.

R. Spencer Clift, III
solely in his capacity as the
Substitute Trustee

BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, P.C.
Suite 2000
165 Madison Avenue
Memphis, Tennessee 38103
901-577-2216

Published: *Desoto Times-Tribune*
Hernando, Mississippi
Thursday, March 28, 2013, April 4, 2013, April 11, 2013, and April 18, 2013

NOTICE OF SUBSTITUTED TRUSTEE'S SALE

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

WHEREAS, on December 21, 2005, Gary W. Rigsby and Donna L. Rigsby executed a promissory note payable to the order of Novastar Mortgage Inc.; and

WHEREAS, the aforesaid promissory note was secured by a Deed of Trust dated December 21, 2005, executed by Gary W. Rigsby and Donna L. Rigsby and being recorded in Book 2,383 at Page 1 of the records of the Chancery Clerk of DeSoto County, Mississippi; and which aforesaid Instrument conveys to Robert S. Coleman Jr., P.A., Trustee and to Mortgage Electronic Registration Systems, Inc., solely as nominee for Novastar Mortgage, Inc., as Beneficiary, the hereinafter described property; and

WHEREAS, said Deed of Trust was assigned to Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-2 by an Assignment filed of record on May 30, 2012 and recorded in Book 3,446 at Page 452 in the office of the Clerk of the Chancery Court of DeSoto County, Mississippi; and

WHEREAS, Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-2 having executed a Substitution of Trustee to substitute Floyd Healy as trustee in the place and stead of Robert S. Coleman, Jr., P.A., the same having been recorded in Book 3,474 at Page 57 of the records of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, default having occurred under the terms and conditions of said promissory note and Deed of Trust and the holder having declared the entire balance due and payable; and

WHEREAS, Floyd Healy, Substituted Trustee in said Deed of Trust will on the 19th day of April, 2013, between the hours of 11:00 a.m. and 4:00 p.m., offer for sale and will sell at public outcry to the highest bidder for cash at the East front door of the DeSoto County Courthouse, located at 2535 Highway 51 South in Hernando, Mississippi, the following described property located and situated in DeSoto County, Mississippi, to wit:

Lot 12, Cherokee Meadows, Phase 1, situated in Section 31, Township 1 South, Range 6 West, as shown by plat of record in Plat Book 61, Pages 37-38, Chancery Clerk's Office for DeSoto County, Mississippi, to which plat reference is hereby made for a more complete legal description.

Indexing Instructions: Lot 12, Cherokee Meadows, Phase 1, DeSoto County, Mississippi
More commonly known as: 6267 Darren Dr., Olive Branch, Mississippi 38654

Subject to the rights of way and easement for public roads and public utilities, and to any prior conveyance or reservation of mineral of every kind and character, including but not limited to oil, gas, sand and gravel in or under subject property.

A copy of the above Notice of Sale has this day been mailed to the Internal Revenue Service at 1555 Poydras Street, New Orleans, Louisiana 70112.

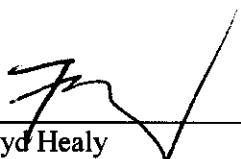
The property will be sold subject to the interest of the Internal Revenue Service by virtue of a Federal Tax Lien filed in the Real Estate records of Desoto County, Mississippi on June 4, 2008 and recorded in Book 15 at Page 263

4-19-13

As the undersigned Substituted Trustee, I will convey only such title as is vested in me under said Deed of Trust.

This 1st day of March, 2013.

Prepared by:
Floyd Healy
1405 N. Pierce, Suite 306
Little Rock, Arkansas 72207



Floyd Healy
Substituted Trustee

Insertion Dates:
March 28, 2013; April 4, 2013; April 11, 2013; April 18, 2013

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, by Deed of Trust and Security Agreement (the "Deed of Trust"), dated December 29, 2005, JSL SH, LLC; JAY SH, LLC; JM SH, LLC; A&C SH, LLC; JBL SH, LLC; PAUL SH, LLC; and KEYVAN SH, LLC, each a Delaware limited liability company (collectively, the "Original Borrowers"), did convey in trust to William B. McKenzie, as Trustee, a certain tract of land to secure payment of a debt in the original principal sum of \$9,915,000.00 and other obligations as set forth therein payable to Morgan Stanley Mortgage Capital, Inc. ("Original Lender"), filed of record in the Office of the Chancery Court Clerk of DeSoto County, Mississippi (the "Land Records") in Book 2383, Page 195, as assumed and further modified by that certain Memorandum of Assumption Agreement filed of record in Book 2894, Page 393, in said Land Records, wherein Southaven LLC, a Virginia limited liability company ("Southaven"), assumed all obligations as reflected in the original Note and Deed of Trust. Said Deed of Trust is incorporated herein by reference; and

WHEREAS, by separate Assignment of Leases and Rents (the "Assignment of Rents") dated December 29, 2005, and filed of record in Book 112, Page 185, in said Land Records, Original Borrowers also granted to Original Lender a security interest in and lien on the collateral described therein; and

WHEREAS, by UCC-1 Financing Statements (collectively, the "Original Fixture Filings") filed and of record in Book 2383, Page 268; Book 2383, Page 275; Book 2383, Page 282; Book 2383, Page 289; Book 2383, Page 296; Book 2383, Page 303; and Book 2383, Page 310, in said Land Records, Original Lender duly perfected a security interest in and lien in the collateral described therein; and

WHEREAS, said Deed of Trust was assigned by Original Lender to HSBC Bank USA, National Association, as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-HQ9 ("Holder" or "Trust"), by Assignment of Deed of Trust and Security Agreement filed of record in Book 2569, Page 301, in said Land Records; and

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WHEREAS, said Original Fixture Filings were assigned by Original Lender to the Trust by the UCC Financing Statement Amendments of record in Book 2569, Page 308; Book 2569, Page 323; Book 2569, Page 311; Book 2569, Page 317; Book 2569, Page 320; Book 2569, Page 305; and Book 2569, Page 314, respectively; and

WHEREAS, by additional UCC-1 Financing Statement (the "Southaven Fixture Filing") filed and of record in Book 2894, Page 412, in said Land records, as continued by UCC Financing Statement Amendment of record in Book 3533, Page 258, the Holder duly perfected a security interest in and lien in the collateral described therein; and

WHEREAS, the Trust is the true and lawful owner and holder of the debt aforesaid, which was assumed by Southaven pursuant to that certain Assumption Agreement dated April 30, 2008, and which is secured by the Deed of Trust, Assignment of Rents, Original Fixture Filings, and the Southaven Fixture Filing (the "Debt");

WHEREAS, R. Spencer Clift, III (hereinafter, the "Substitute Trustee") was substituted as trustee under the Deed of Trust in the place and stead of the original trustee, and of any other substitute trustee, by that certain Substitution of Trustee dated September 11, 2012, recorded in the Land Records on September 20, 2012, in Book 3505, Page 443, and thereafter spread upon the land records maintained by the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire Debt secured thereby and the entire indebtedness having been declared to be due and payable in accordance with the terms of said Deed of Trust, Holder of the Debt and the Deed of Trust has instructed the Substitute Trustee to foreclose under the provisions of the Deed of Trust in accordance with the terms of said Deed of Trust and applicable Mississippi law, for the purpose of raising the sums due thereunder, with the proceeds thereof to be applied in accordance with the terms and conditions of the Deed of Trust and related loan documents;

NOW, THEREFORE, I, R. Spencer Clift, III, acting solely in my capacity as Substitute Trustee and by virtue of the authority conferred upon me by the Deed of Trust, do hereby give notice that I will, between the legal hours of 11:00 a.m. and 4:00 p.m. on **Friday, April 19, 2013**, offer for sale at public outcry at the East entrance of the DeSoto County Courthouse, 2535 Highway 51 South, Hernando, Mississippi, to the highest and best bidder for cash the following described real property situated in DeSoto County, Mississippi (the "Premises" or "Property"), to-wit:

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Located in the Northeast Quarter of the Northeast Quarter of Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi, being more particularly described as follows:

Commencing at the accepted Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 31, Township 1 South, Range 7 West; thence South $00^{\circ} 15' 35''$ East, 245.07 feet with the centerline of Swinnea Road to a point; thence North $89^{\circ} 00' 24''$ West, 53.00 feet to an iron rod (found), said point being the true point of beginning for the herein described tract; thence South $00^{\circ} 15' 35''$ East, along the West right of way line of Swinnea Road (106' R.O.W.), 525.95 feet to an iron pin (found); thence North $88^{\circ} 59' 57''$ West, 637.35 feet with the Northerly line of Southern Pines (PB 21, Pg. 43-46) to an iron pin (found); thence South $08^{\circ} 35' 05''$ West 52.15 feet to an iron pin (found); thence South $03^{\circ} 30' 50''$ West, 57.04 feet to an iron pin (found); thence South $89^{\circ} 37' 40''$ West, 159.95 feet to an iron pin (found); thence South $00^{\circ} 26' 25''$ East, 31.69 feet to a PK nail (found) in the centerline of Southern Pines Drive; thence South $89^{\circ} 37' 45''$ West, 221.29 feet along the North line of Southern Pines Subdivision to an iron pin (found) in the East line of Lot 2, Southaven Commons Subdivision; thence North $00^{\circ} 05' 15''$ West 75.95 feet with the East line of Lot 2, Southaven Commons Subdivision to an iron pin (found); thence North $89^{\circ} 54' 45''$ East, 126.83 feet to an iron pin (found); thence North $00^{\circ} 05' 15''$ West, 147.83 feet to a PK nail (found); thence South $89^{\circ} 05' 13''$ East, 6.72 feet to a PK nail (found); thence North $00^{\circ} 54' 47''$ East, 638.98 feet to an iron pin (found) in the South right-of-way of Goodman Road (Mississippi Highway No. 302); thence along the south right-of-way of said road South $89^{\circ} 00' 00''$ East, 407.78 feet to an iron pin (found); thence South $01^{\circ} 00' 00''$ West, 217.99 feet along the West line of Lot 4, Southaven Commons Subdivision to an iron pin (found); thence South $89^{\circ} 00' 00''$ East, 269.33 feet along the South line of Lot 4 to an iron pin (found); thence North $00^{\circ} 59' 36''$ East, 28.13 feet along the East line of Lot 4 to an iron pin (found); thence South $89^{\circ} 00' 24''$ East, 10.00 feet to an iron pin (found) in the East line of Lot 4; thence South $89^{\circ} 00' 24''$ East, 200.08 feet to the true point of beginning and being subject to all regulations, revisions, restrictions, codes, covenants, easements and rights-of-way of record.

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Being the same property conveyed to Original Borrowers by Special Warranty Deed dated December 29, 2005, of record in Book 518, Page 101, in said Land Records.

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Said property is located at 975 Goodman Road, Southaven, Mississippi, and is also designated as parcel number 1079-31130-0000100, but such address or designation is not a part

of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

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1. Any unpaid taxes against the property; and
2. Any recorded easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and
3. Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and
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5. Any prior or superior liens, judgment, deeds of trust or other interests of record.

Trustee reserves the right to retain any escrows, reserves, security deposits, or other funds or rights to payment of funds and to apply the same in accordance with the terms and provisions of the Deed of Trust and related documents.

The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above.

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This Notice of Sale has been posted and published in accordance with Miss. Code Ann. § 89-1-55 and any provisions of the Deed of Trust affecting same beginning March 28, 2013.

R. Spencer Clift, III
solely in his capacity as the
Substitute Trustee

BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, P.C.
Suite 2000
165 Madison Avenue
Memphis, Tennessee 38103
901-577-2216

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